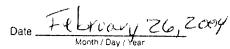
SECURITY AGREEMENT



	(Corporation, Partnershi	oration
organized under or r from its chief executi	egistered in the state ofCaliforus gradual	ornia, primarily managing its busines
	San Jose, California	95136
interest in the follow	ord Motor Credit Company, a Delaware coing types of property wherever located, no "Collateral") and the proceeds and produc	poration (hereinafter called "Ford Credit"), a securit w owned or hereafter acquired by the undersigned ts thereof:
a)	All equipment, fixtures, furniture, dem supplies and machinery and other goods	
b)	All motor vehicles, tractors, trailers, se	
c)	other inventory of every kind and any acc All accounts, instruments, chattel pap	
-,	rights, documents and supporting obligat	
he undersigned dea	ler represents that the Collateral is located i	n the following state(s) as of the date hereof
ecurity Agreement.	The undersigned: (1) authorizes Ford Credit	to file a financing statement(s) generally describing
ne Collateral; and (2 without 30 days prior the undersigned is the Articles of Incorpo	The undersigned: (1) authorizes Ford Credit c) will not merge, change its legal organize written notice to Ford Credit, Ford Credit man a corporation, the undersigned warrants the pration, Charter, Code of Regulations and Bar	to file a financing statement(s) generally describing ation structure, its state of incorporation, or name as assign its rights hereunder. at, having due regard to all restrictions contained in the undersioned has the
ne Collateral; and (2 without 30 days prior f the undersigned is the Articles of Incorpo bower and authority	The undersigned: (1) authorizes Ford Credit (2) will not merge, change its legal organiz written notice to Ford Credit. Ford Credit mis a corporation, the undersigned warrants the ration, Charter, Code of Regulations and By to enter into this Security Agreement in this sary to insure that this Security Agreement	rsigned would have with respect thereto but for this to file a financing statement(s) generally describing ation structure, its state of incorporation, or name as assign its rights hereunder. at, having due regard to all restrictions contained in r-Laws of the undersigned, the undersigned has the emanner set out herein, and the undersigned has is legally valid and enforceable in accordance with
the Collateral; and (2) without 30 days prior the undersigned is ne Articles of Incorpo ower and authority saken all steps neces is terms and condition the event the under ord Credit or shall doord Credit shall have need the Uniform Coor this purpose Fordame therefrom. In this required by the Urind upon such terms is position, less the termy's fees and	The undersigned: (1) authorizes Ford Credit (2) will not merge, change its legal organize written notice to Ford Credit. Ford Credit may a corporation, the undersigned warrants the ration, Charter, Code of Regulations and By to enter into this Security Agreement in the sary to insure that this Security Agreement in the sary to insure that this Security Agreement insurance in the sary to insure that this Security Agreement insurance in the sary to insure that this Security Agreement insurance in the sary to insure that this Security Agreement in the sary to insure that this Security Agreement in the sary to insure that this Security Agreement in the sary to insure that the sary to insure that the relation and the sary that the sary tha	to file a financing statement(s) generally describing ation structure, its state of incorporation, or name as assign its rights hereunder. at, having due regard to all restrictions contained in relative of the undersigned has the amanner set out herein, and the undersigned has
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the Collateral; and (2) in thout 30 days prior the undersigned is the Articles of Incorpciower and authority laken all steps neces is terms and condition the event the under dord Credit or shall doord Credit shall have noder the Uniform Court this purpose Fordame therefrom. In this required by the Urnd upon such terms sposition, less the torney's fees and debtedness or oblig Witness Whereof, this tabove written.	The undersigned: (1) authorizes Ford Credit (2) will not merge, change its legal organize written notice to Ford Credit. Ford Credit may a corporation, the undersigned warrants the ration, Charter, Code of Regulations and By to enter into this Security Agreement in the sary to insure that this Security Agreement ins. Insigned fails to comply with any provision, efault on any amount or obligation now or an in addition to all other rights and remedie mmercial Code including, without limitation Credit may enter upon the premises where event Ford Credit takes possession of the inform Commercial Code) sell the same at a sas shall appear to Ford Credit to be real expenses of retaking, holding, preparing flegal expenses incurred by Ford Credit atton of the undersigned to Ford Credit. The undersigned hereto has caused these predicted to the commercial code in the same at the undersigned hereto has caused these predicted to the commercial code in the undersigned to Ford Credit.	to file a financing statement(s) generally describination structure, its state of incorporation, or namely assign its rights hereunder. at, having due regard to all restrictions contained in recast and the undersigned has the manner set out herein, and the undersigned has is legally valid and enforceable in accordance with the representation or warranty of any agreement with the regarder owing by the undersigned to Ford Credit is provided by law, the remedies of a secured particular to take possession of the Collateral and rethe Collateral may be situated and remove the Collateral, Ford Credit may (with only such notice public or private sale or otherwise in such manner soonable and apply the proceeds of such sale or sale and selling the Collateral and reasonable to the partial or complete satisfaction of any resents to be duly executed as of the day and year